

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE FOR THE TWENTIETH
JUDICIAL DISTRICT AT NASHVILLE

STATE OF TENNESSEE,
Petitioner,

v.

OXYFRESH WORLDWIDE, INC.,
a Washington corporation,

Respondent.

AGREED ORDER

This cause came to be heard on the State of Tennessee's Petition and the parties' Assurance of Voluntary Compliance, and the Court is of the opinion that said Assurance of Voluntary Compliance should be approved. It is therefore

ORDERED, ADJUDGED, and DECREED that the Assurance of Voluntary Compliance annexed hereto as Exhibit A and incorporated herein by reference, and hereby made a part of this Order be, and the same hereby is approved, and it is further

ORDERED, ADJUDGED, and DECREED that Respondent shall comply with the terms thereof unless rescinded by the parties or modified by this Court for good cause shown.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED as follows:

(A) Jurisdiction of this Court over the subject matter herein and over the person of the Respondent for the purposes of entering into and enforcing this Agreed Order and the Assurance is admitted. Jurisdiction is retained by this Court for the purpose of enabling the State to apply such further orders and directions as

may be necessary or appropriate for the construction, modification or execution of this Agreed Order and Assurance, including enforcement of compliance therewith and assessment of penalties for violation(s) thereof. Pursuant to Tenn. Code Ann. § 47-18-107, venue as to all matters between the parties relating hereto or arising out of this Agreed Order and Assurance is solely in the Chancery Court of Davidson County, Tennessee.

(B) Respondent shall make payment as set for in the Assurance of Voluntary Compliance. The payment to the State of Tennessee shall be used for the purposes set forth as follows:

(1) Respondent shall pay the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) to the State of Tennessee for attorneys' fees and costs of investigation, prosecution and monitoring for compliance of this matter, which may be used for consumer protection purposes at the sole discretion of the Attorney General.

(2) Respondent shall pay the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) to the State of Tennessee as and for a payment to the General Fund of the state of Tennessee.

(C) Respondent hereby waive any and all rights which it may have to be heard in connection with judicial proceedings upon the Petition, Assurance and Agreed Order.

(D) This Agreed Order and the Assurance shall only be enforceable by the parties to this action.

(E) The terms of this Assurance and Agreed Order shall include the following as provided for in Tennessee law:

(1) Pursuant to Tenn. Code Ann. § 47-18-109, nothing in this Assurance or Agreed Order shall be construed to affect any private right of action that a consumer may hold against the Respondent.

(2) Respondent understands that upon execution and filing of this Agreed Order and Assurance, any subsequent failure to comply with the terms hereof is *prima facie* evidence of a violation of the Tennessee Consumer Protection Act.

(3) Respondent understands that any knowing violation of the terms of this Assurance shall be punishable by civil penalties of not more than One Thousand Dollars (\$1,000.00) for each violation, in addition to any other appropriate penalties and sanctions, including but not limited to contempt sanctions and the imposition of attorneys' fees and civil penalties.

(4) Pursuant to Tenn. Code Ann. § 47-18-107(c), an Assurance of Voluntary Compliance shall not be considered an admission of prior violation of the Tennessee Consumer Protection Act.

(G) All costs associated with the filing and distribution of this Agreed Order, Assurance and Petition and any other incidental costs or expenses incurred thereby shall be borne by Respondent. No costs shall be

taxed against the State as provided by Tenn. Code Ann. § 47-18-116. Costs shall be taxed to Respondent.